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BC/10885

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF JEFFERSON

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET  
ALBANY, NEW YORK

2019-2021

1/1/19 - 12/31/21

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## **ARTICLE 1    CONDITIONS AND SCOPE OF AGREEMENT**

**A.** Town of Jefferson hereinafter known as the Employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Town of Jefferson Highway Department, which will enhance the working program of the Town of Jefferson Highway Department and with the intent of providing an orderly means of settlement of differences, promptly and fairly as they arise and

**B.** To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules, and regulations and policies shall be construed for the accomplishment of this purpose.

**C.** Hereby agrees to recognize Teamsters Local 294, I.B.T located at 890 Third Street, Albany, New York as the sole and exclusive bargaining representative of:

**All full-time employees of the Highway Department excluding the Highway Superintendant, Part Time, Seasonal employees and all others, with regard to rates of pay, wages, hours, and working conditions or employment.**

**D.** Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to items contained within the collective bargaining agreement as long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employee.
4. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union.
5. The circumstances are emergency in nature.

**F.** The Town of Jefferson agrees to meet with the Local Union to negotiate prior to the implementation of any new technology, for example: GPS, Video Cameras, Black Boxes, etc.

**G.** THIS AGREEMENT entered into this 19<sup>th</sup> day of June 2018 between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Jefferson located in Jefferson, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2019 to December 31, 2021.

## ARTICLE 2    UNION SECURITY

A Agency Shop and Check-off of Dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative. The Employer agrees to deduct from all regular employees who are Union members or those employees that choose to pay an agency shop fee covered by this Agreement dues of the Local Union and agrees to remit same to said Local Union all such deductions at the end of each month for which such deductions are made and starting after the 30th day of employment.

B Maximum union security: In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

C Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate from the Employer's seniority list. The Chief Shop Steward shall have Super Seniority for the purpose of layoff and recall. The authority of said steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:

A. Has been reduced to writing, or

B. If not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

3. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform to the applicable law, rule or regulation.

4. No steward or alternate shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job unless mutually agreed upon by the Highway Superintendent.

5. The Job Steward or alternate designated by the Union as such shall be given a total of actual time per day, if necessary, with twenty-four (24) hours advance notice of when and where possible to process employee's grievance. Every attempt to investigate or resolve grievances should be made during non-working hours.

6. The Union shall notify the Employer in writing, of the employees designated by the Union as Job Steward and alternate.

D. The Employer shall provide an employee meeting room for breaks and an area to conduct union business as well as space for a union bulletin board for the posting of union related business.

E. The Deputy Highway Superintendent shall not serve as the Shop Steward.

### **ARTICLE 3 GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS**

#### **A. Seniority**

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job, for which the pay is highest, provided such employees are qualified for such work. Fulltime employees shall be placed on the seniority list after thirty (30) days worked from employment as of the first date of hire. It is the desire of both parties to be fair and equitable in regards to the distribution of overtime. Seniority shall accrue and be determined in accordance with length of uninterrupted fulltime employment with the Town of Jefferson. This language will not prevent management from hiring outside the bargaining unit in unique and unusual circumstances.

#### **B. Loss of Seniority**

Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit
3. Employees that have not completed the (6) month probationary period, may be terminated for any or no reason without recourse under this agreement.
4. After 3 years of layoff.
5. Failure to report back after approved leave and shall be considered job abandonment.

### C. Layoff and Recall

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid- off, provided they are qualified.
2. In the event of a recall, the laid-off employee shall be given notice of recall in person by witness of a person who is a union member, by telegram, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) Business days after tender of delivery at such address of the Employer's Notice, the employee must notify the Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within three (3) Business days after the date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the three (3) Business days' period. Unless mutually agreed upon in the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit or job abandonment. For the purpose of this agreement Monday through Friday shall be considered business days.

3. Unless mutually agreed otherwise employees who willfully fail to return to work after three (3) business days following a leave of absence will lose all prior seniority.

### D. Maintenance of standards

The Employer agrees that all conditions of employment in their individual operation relating to wages, hours of work, overtime, differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this Agreement. And the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that any perceived past practice will be brought to the attention of both parties and will be mutually negotiated.

1. All Full-Time Highway Department Employees will be provided with clothing at no cost to the employee. The Town also agrees to provide safety equipment as required or mandated by law or regulation. The Town agrees to provide \$250.00 between January 1 and June 30 and \$250.00 between July 1 and December 31 of each year for each employee hired prior to April 1, 2016 to purchase steel toed work boots. Each employee shall be issued free of charge (1) one pair of work gloves as needed.
2. Employees hired after April 1, 2016 shall receive \$250.00 once each year to purchase steel toed work boots.

#### **ARTICLE 4 PROHIBITION OF STRIKES AND LOCKOUTS**

It is recognized that continued and uninterrupted operation of the Town's Departments and agencies are of paramount importance to the citizens of the community and there should be no interference with such operations. The parties hereto agree that there will not be such interruption and that the Union, its officers, members, agents or principals will not engage in, encourage, or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with, normal work performance. The Town shall have the right to discipline or discharge any employee who is a Union officer or steward for encouraging, fomenting or participating in a strike, slowdown or other such job action. Any violation of this section shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

#### **ARTICLE 5 RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING**

The parties agree if required to conduct meetings for the purpose of collective bargaining during the period of one hundred and fifty (150) days prior to December 31<sup>st</sup> of each year for the purposes of attempting to mutually agree upon amendments to this agreement.

#### **ARTICLE 6 SEPARATION FROM EMPLOYMENT**

- A. Upon separation, the Employer shall pay the employee, including any accrued vacation and sick (50%) upon quitting, with a two-week notice of retirement or discharge the Employer shall pay all money due to the employee on the payday in the pay period next following such quitting or separation. Also, in the event of the employee's death the Town will pay the employee's designated beneficiary for any unused vacation leave accumulated.
- B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before last payday, or the employer shall deduct said amount from the employee's final paycheck.



## **ARTICLE 7 EQUIPMENT**

### **A. Defective Equipment**

1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipment that does not have the safety appliances prescribed by law or regulation. It shall not be a violation of this agreement where such employees refuse to operate such equipment, unless refusal is unjustified.

A. Under no circumstances will an employee be required or assigned to engage in any activity in violation of any applicable statute or court order, or in violation of any government regulations relating to safety of person or equipment.

### **B. Reports**

Employees shall immediately, or at the end of their shifts, and in writing on a form provided by the town report all defects of equipment to the highway Superintendent or his designee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been repaired.

### **C. Vehicle and Traffic Law Violations**

Employer agrees to reimburse employees for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being properly and lawfully operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth, by law, regulation, or by the town. The town will not reimburse employees for any traffic and vehicle violations incurred while using town vehicles or equipment not related to defects.

### **D. General Safety and Security Monitoring Devices**

The employer at anytime may install general safety and security monitoring devices such as but not limited to GPS, video cameras, audio recording devices, or other equipment to enhance the safety and security of the Town of Jefferson. Prior to the installation of such devices the union shall be notified of the location and intent of such device.

## **ARTICLE 8 PAY PERIOD**

All employees covered hereunder shall be paid in full Bi-Weekly on Fridays. If a holiday falls on a Friday, employees shall receive their checks on the previous day. The Town shall direct deposit employee checks to banks or credit unions of the employee's choice. All employees shall be required to enroll in direct deposit.

## **ARTICLE 9 JOB DUTIES AND CLASSIFICATIONS**

Highway Worker Class - Motor Equipment Operator - MEO

B. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employees be held responsible for the workmanlike quality of a professional mechanic unless such employee is a certified or qualified mechanic.

## **ARTICLE 10 VACATIONS**

Vacation leave will be granted in seniority order. The Highway Superintendant shall grant vacation leave in order of seniority.

- A. Employees hired prior to April 1, 2016 shall receive paid vacations as follows:
- 1 year of continuous service, 40 hours with pay.
  - 3 years of continuous service, 80 hours with pay.
  - 5 years of continuous service, 120 hours with pay.

Employees hired after April 1, 2016 will receive vacation as follows:

- 1 year of continuous service, 40 hours
- 5 years of continuous service, 80 hours
- 10 years of continuous service – 120 hours

- C. All vacation leave accrued in a year may be carried over to the following anniversary year but must be used the following year or be lost. Vacation leave shall be granted, in the opinion of the appointing authority, when it may be convenient to conduct departmental business.

## **ARTICLE 11 HOLIDAYS**

All employees covered hereunder shall be entitled to the following holidays at the rate of eight (8) hours per day.

*New Year's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Eve, Christmas Day, Martin Luther King Day, Presidents Day, Election Day. (Holidays in italic as provide below)*

### **NEW YEARS DAY**

When New Year's Day falls on a Saturday it shall be celebrated on Friday. When New Year's Day falls on a Sunday it shall be celebrated on Monday.

### **INDEPENDENCE DAY & VETERANS DAY**

When Veterans Day or Independence Day fall on a Saturday or a Sunday each employee will be granted a roving holiday to be used after the respective holiday. This rover must be used before the end of the calendar year or be lost.

### **CHRISTMAS EVE**

Christmas Eve shall be a paid holiday only if it falls on Monday-Friday. Christmas Eve shall not be a paid holiday if it falls on a Saturday or Sunday.

- A. All employees shall be paid (1 1/2) times their hourly rate of pay if working on that holiday. The minimum being (4) four hours pay. With the exception of Christmas Day, Thanksgiving Day & New Years Day, when double time will be paid, also if any of these (3) three days fall on a Thursday the employee shall be paid for Friday likewise when falling on a Tuesday they will have Monday off with pay.

## **ARTICLE 12 SICK LEAVE**

All employees covered hereunder shall be entitled to between twelve (12) to twenty-four (24) sick days per year, depending on years of service, at the rate of 8 hours per day. Sick days may be accumulated to a maximum of 90 days.

Sick leave shall be acquired in the following manner for employees hired prior to April 1, 2016:

- Six (6) months – Five (5) Years = One (1) day per month
- Five (5) Years – Ten (10) Years = One and one half (1 ½) days per month
- After Ten (10) Years = Two (2) days per month

Sick leave shall be acquired in the following manner for employees hired after April 1, 2016:

- Six (6) months – Five (5) Years = One (1) day per month
- Five (5) Years – Ten (10) Years = One and one half (1 ½) days per month

**Doctors Certificate and Examination:** The Town of Jefferson will require a physician's certificate for any absence of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the Town of Jefferson may require an examination by "a physician of their choice". In the event that a physical examination is required because of alleged illness the employer shall pay the expense thereof. Employees shall not be reimbursed for mileage in connection with this provision.

Where an employee has demonstrated a pattern of sick leave use, the employee shall be counseled by a representative of the Town of Jefferson and shall be notified in writing that the employee may be required to provide a doctor's certificate for each absence if the pattern of sick leave continues.

## **ARTICLE 13 PERSONAL LEAVE**

Fulltime employees are eligible for 5 personal days per year at the rate of 8 hours per day. Personal leave may not be carried over.

## **ARTICLE 14    BEREAVEMENT LEAVE and JURY DUTY**

1. All employees shall be entitled up to three (3) consecutive day's absence from employment with pay. Commencing with the date of death, for death in the family; Father, Mother, Brother, Sister, Son, Daughter, Spouse, Grandparent, Parent-in-law, Daughter/Son/Brother/Sister-in-law, Step-Son/Daughter/Parent, half (1/2) Brother/Sister or any person who was a dependent or member of the household prior to the death. Aunts and Uncles, (1) paid day. With authorization from the Superintendent of highways an employee may use other accrued time to extend a bereavement leave. The Highway Superintendent will have total discretion in the approval of an employee's extended bereavement leave based on the needs of the highway department. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

2. In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive full pay for eight (8) hours for each day lost from work. Provided that the employee instructs the court to make payable all checks issued by the court for jury duty to include expenses to the Town of Jefferson. When an employee receives notice to report to jury duty, the employee shall immediately submit a copy of the notice to the Superintendent of Highways and or the Town Supervisor. The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation, sick, and holiday benefits will continue to accrue during jury duty leave.

## **ARTICLE 15    MEALS AND BREAKS**

A. Coffee breaks shall be at the discretion of the Superintendent of Highways and or his Deputy and not be less than two (2) 15-minute paid breaks.

B. Lunch break is an unpaid half (1/2) hour.

## **ARTICLE 16    PENSION PLAN**

**Employer shall participate in the New York State pension plan.**

## **ARTICLE 17 HEALTH AND DISABILITY INSURANCE**

The employer shall make available the present insurance coverage and shall make available to all full time permanent employees and their dependents coverage by this agreement Health, Major Medical, Prescription, Dental, Vision, Disability and Accidental Death and dismemberment Insurance.

### **Medical Insurance Buy-Out:**

A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for medical insurance buy-out, the employee must provide documentation of comparable insurance coverage in a manner and form to be determined. And must sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

### **Amount of Buy-Out:**

An employee who is eligible for the medical insurance buy-out will receive \$1500.00 a year for the family plan and \$750.00 a year for a single plan.

### **Method of Payment:**

Payment of the buy-out will be made in two (2) installments. The first (1<sup>st</sup>) installment will be calculated from the effective date of the buy-out to June 30<sup>th</sup>. The second (2<sup>nd</sup>) installment will be made December 30<sup>th</sup>.

### **Reinstatement of coverage:**

A proven qualifying event must occur in order to opt back into coverage.

The Town agrees to pay 100% of yearly increases to the health care Premium.

Medical Insurance for retired employees shall be as follows. The Town will make available major medical, hospital, surgical and prescription drug insurance to an eligible employee who retires from the town. Coverage will also be made available for such employee's eligible family. In the event the retiree predeceases the eligible family member, the family member may continue medical insurance coverage by paying the full amount of the premium.

The Town will make available medical insurance plans offered to then current employees. In no event shall the Town be required or obligated to pay or reimburse a retiree or the retiree's eligible family member for any portion of any medical bill or expense that is not covered by the medical insurance plan.

The retired employee or employee's family member must remit full premium payment by the 25<sup>th</sup> (twenty fifth) of each month to avoid cancellation of coverage.

The Town Board agrees to meet with the Union to negotiate prior to any amendment, modification, reduction or termination of any or all medical insurance benefits and the percentage of contribution required by retirees of the bargaining unit.

Short Term Disability Insurance shall be as provided by the Town to all current employees.

Employees hired after April 1, 2016 must join the Teamster Health Plan and abide by the rules and regulations of that plan. Current employees may continue to participate in the medical insurance buy out on a one-time basis.

The Town of Jefferson agrees to pay to the Teamster Local 294 Albany Area Trucking and Allied Industries Health and Welfare Fund plan premiums for the HRA Fully funded deductible plan on a monthly basis. Coverage includes, Medical, Prescription RX, Vision & Dental.

All employees shall continue to contribute on a bi-weekly basis as follows:

- Single - \$28.43
- Two-Person - \$89.23

## **ARTICLE 18      WORK DAY AND WORK WEEK**

The normal workday shall be eight (8) consecutive hours. The normal workweek shall be 40 hours Monday through Friday starting at 6:00 a.m. and ending at 2:30 p.m. for Summer hours between April 2<sup>nd</sup> and November 11<sup>th</sup>, Winter hours shall start at 5:00 a.m. and ending at 1:30 p.m. between December 1<sup>st</sup> and April 1<sup>st</sup>. These hours may be changed by mutual consent of the Town and the Union. Employees required to work in excess of eight (8) hours in a workday will be paid at time and one half. All work performed on Sunday shall be paid at time plus one-half. (Holidays, Sick, Vacation and approved Personal Days will be considered time worked for the purpose of calculating overtime.

Employees will be allowed one (1) one hour to report to work when called in.

1. Employees called to work before or after the normal starting or quitting times will be paid a minimum of 4 hours. Call in payment shall start at the time the employee arrives at work and punches in the time clock (This is not pertaining to employees who continue to work beyond the normal workday).
- 2.

Compensatory Time – Highway employees may be offered compensatory time instead of overtime pay at the same rate as the employee would have earned, up to a maximum of 40 hours. Use of compensatory time will be at the discretion of the Highway Superintendant. With pre-authorization from the Highway Superintendant an employee will have the option of receiving compensatory time in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of 1 1/2 hours for all authorized time worked over 40 hours in Compensatory credits. May carry one year of time, must use in following year or the time is lost.

## **ARTICLE 19 WAGES**

All regular employees subject to this agreement will receive the following general wage increases added to the current top rate of \$22.75 per hour.

Effective as of January 1, 2019, add 2.0% to the employee's current rate of pay.  
Effective as of January 1, 2020, add 2.0% to the employee's current rate of pay.  
Effective as of January 1, 2021, add 2.0% to the employees' current rate of pay.

## **ARTICLE 20 WORKMEN'S COMPENSATION PAYMENT**

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workman's Compensation payments shall be compensated in the following manner:

Any payment received as Workman's Compensation benefits for absence for which the employee also received full sick leave will be returned to the Town as long as the employee receives full salary. The employee shall be entitled to retain any Workman's Compensation benefits for any period for which sick leave pay is not paid or payable.



## **ARTICLE 21 DURATION CLAUSE**

This agreement shall be in full force and effect from January 1, 2019 to December 31, 2021 and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same one hundred and fifty (150) days prior to the expiration date thereof or any subsequent anniversary date.

This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

## **ARTICLE 22 LEGISLATIVE ACTION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

### **BASIC PRINCIPLES:**

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him in the time specified in these procedures.

The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.

The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

#### PROCEDURES

An employee of the Town of Jefferson Highway Department who has a grievance shall follow the procedure as outlined below.

STEP 1 INFORMAL STATE: Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

STEP 2 FORMAL STAGE: (A) Within ten (10) days after the oral determination, or the lack thereof, has been rendered pursuant to Step 1, an aggrieved employee and the Union Steward may appeal such decision to the Town Board of the Town of Jefferson. Such appeal must be in writing, and a hearing on said appeal shall be held by the Town within ten (10) days.

(B) Within five (5) working days after the Town shall notify the grievant and the steward of their decision.

STEP 3 If the Union objects to the decision rendered by the Town of Jefferson, they may, within five (5) days from the receipt of such decision, submit the grievance or grievance at issue to the Public Employees Relations Board (PERB) pursuant to said Agency's Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding. The cost of these proceedings will be equally divided between the Employer and the Union.

## DISCIPLINE GUIDELINES

### Section 1.

The Town generally follows the principles of “just cause” and “progressive discipline” for all disciplinary actions. The following progressive discipline guidelines shall be implemented.

1st offense - A verbal warning (memorialized)

2nd offense - A written warning

3rd offense - 3-day suspension (unpaid)

4th offense - Termination

Disciplinary action taken shall remain in the employee file.

### Section 2.

The parties agree that certain behavior on the part of an employee is intolerable and could result in immediate discharge. Examples of such behavior include, but are not limited to, the following:

Gross insubordination

Appearing at the work site under the influence of alcohol or drugs

Stealing Town property

Gambling on the job

Willful destruction of Town property

Disorderly conduct

Falsifying work records

Use of physical force against employees, a Supervisor, or resident

## ARTICLE 24 MANAGEMENT RIGHTS

Section 1. The Town retains and reserves unto itself and its duly elected officials all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America, any ordinance or applicable administrative rules or regulations, subject only to any limitations on such rights, powers, authority, duties and responsibilities specifically and expressly set forth in the Agreement.

It is mutually understood and agreed that the exercise of control over all Town property and the management of operations and the direction of the working forces, including the right to hire, suspend, discipline, discharge for just cause, select, test, train, and determine ability and qualifications, establish job classifications, descriptions and standards, promote, demote, evaluate, schedule, assign, and transfer and other rights to lay off, recall and relieve employees from duty because of lack of work or for other proper and legitimate reasons, implement and comply with regulations and requirements issued by any government agency; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the municipality and its affairs, are vested in and reserved to the Town, subject only to the limitations provided by law and/or the specific and express terms of this Agreement. The Town shall have and maintain the right to determine reasonable schedules of work, establish methods and processes by which such work is performed, including contracting, and to do what is necessary and required to maintain the efficiency of operations entrusted to it and take whatever action is necessary and prudent in case of emergency. The Town further retains the right to make reasonable rules and regulations pertaining to employees covered by this Agreement. The exercise of these rights, powers, authority, duties and responsibilities by the Town and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by the Union, be limited only by the specific and express terms of this Agreement.

It is understood by the parties hereto that the Town shall have reasonable flexibility in interpreting the provisions of this Agreement.

The Union agrees for its members that they will individually and collectively perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Town, its good name, and its service to the public.

Any decision to contract for work or the use of other Municipalities shall be solely at the discretion of the Highway Superintendent provided it does not result in lay-off or termination of any full-time employees. During an emergency, if insufficient workforce or equipment is not

available to address the emergency in a timely manner, the Highway Superintendent shall have the right to immediately contract out the work or utilize other Municipalities.

Section 2. The employer shall negotiate collectively and in good faith with the Teamsters as sole collective bargaining agent of qualified Employer employees in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Teamsters.

## **ARTICLE 25 LONGEVITY**

All employees shall be paid the following bonus annually in a lump sum on the payroll period that falls on or before December 25<sup>th</sup> each year.

After ten (10) years of continuous service - \$250.00  
After fifteen (15) years of continuous service - \$500.00  
After twenty (20) years of continuous service - \$750.00

## **ARTICLE 26 SAFETY**

The Town of Jefferson and the Union agree that the safety of the employees and the general public is of the utmost importance.

It is agreed that any safety issue brought to the attention of the Town by the shop steward or other employee will be resolved within seventy-two (72) hours when practical. The employees will have the right to file a grievance if they feel a safety concern exists that is not being dealt with properly.

During winter months wing men will be provided on an as needed basis at the discretion of the Highway Superintendent.

## **ARTICLE 27 VOLUNTEER FIREMEN / EMERGENCY SERVICES** **LEAVE**

Employees that are volunteer members of the Fire Department / Emergency Services, will be allowed to respond to calls with pay, but must return to work when the Fire Department / Emergency Services is put back in service.

Equipment and other material being used by the employee at the time of the call should be left in a safe and responsible manner.

Three (3) volunteer firemen will be allowed to use vacation time to attend the fire convention each year. Other employees will be allowed to use accrued time, vacation, sick, Comp time etc. Provided they are available to respond in case of emergency. The Union agrees that the Town may use Part time employees during the absence due to attendance of the Fire Convention.

In the event employee's who are volunteer Firemen or Rescue Squad members are called to court to testify in their duty as such, employees will be allowed up to three (3) court days, with the Town making up the difference in pay from what they receive from the law firm and/or insurance company but must submit to the Town the name of the Law Firm and/or insurance company that is requesting their appearance at court.

## **ARTICLE 28 TEAMSTER 401K PLAN**

Full time regular employees will be eligible to participate in the Teamster 401 (K) Plan during the terms of this agreement. The Towns obligation shall be limited to forwarding to the plan, payroll contributions as designated by the employees. The employee contributions will be made through payroll deduction. The plan shall be solely responsible for the administration of the plan and all expenses associated with it.

THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

DATED June, 18, 2018

TOWN OF JEFFERSON  
677 NORTH HARPERSFIELD ROAD  
JEFFERSON, NEW YORK 12093

BY Margaret Hait / Peggy Hait

TITLE: JEFFERSON Town Supervisor – Peggy Hait

TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS  
890 THIRD STREET  
ALBANY, NEW YORK 12206

BY John Bulgaro  
PRESIDENT, John Bulgaro

BY Charles A. Greenfield  
Business Agent, Charles A. Greenfield